

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

A.F. AND S.F.<sup>1</sup>, INDIVIDUALLY AND §  
AS NEXT FRIENDS OF THEIR SON, K.F., §

*Plaintiffs,* §

v. §

C.A. No. 4:12-CV-02755

PASADENA INDEPENDENT §  
SCHOOL DISTRICT, §  
SHILOH TREATMENT CENTER, INC., §  
AND CLAY HILL §

*Defendants.* §

**FINAL JUDGMENT**

On June 12, 2013, counsel for the above parties appeared before Magistrate Judge Nancy K. Johnson to conduct a settlement conference pursuant to Judge Gray Miller's Local Rule 16.

The parties informed the Court that Plaintiffs and Defendant Pasadena Independent School District (PISD) have freely, voluntarily, and in consultation with legal counsel, reached a settlement agreement by which Plaintiffs agree to release all claims asserted in this lawsuit, or that may arise from the matters as alleged in this litigation as of the date of the entry of this Final Judgment, against Defendant PISD in consideration for the payment of \$85,000. This settlement agreement resolving all claims pending between Plaintiffs and Defendant PISD in the above matter.

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<sup>1</sup> S.F., the mother of K.F., was misnamed in the Plaintiffs' original filings with the Court. She has also referred to as A.F.

The parties also informed the Court that Plaintiffs and Defendants Shiloh Treatment Center, Inc. (Shiloh) and Clay Hill (Hill) have separately, freely, voluntarily, and in consultation with legal counsel, reached a settlement agreement by which Plaintiffs agree to release all claims asserted in this lawsuit, or that may arise from the matters as alleged in this litigation as of the date of the entry of this Final Judgment, against Defendants Shiloh and Hill in consideration for the payment of \$20,000. This settlement agreement resolves all claims pending between Plaintiffs and Defendants Shiloh and Hill in the above matter. Cumulatively, these two settlement agreements resolve all claims against all parties in this matter.

The Court appointed Gus G. Tamborello to serve as guardian ad litem for Plaintiff K.F., who is a minor with significant mental and physical impairments. (Dkt. No. 17). Gus G. Tamborello served as guardian ad litem at the settlement conference and in the evaluation of the parties' settlement agreements. Gus G. Tamborello informed the Court that he has reviewed the settlement agreements reached by the parties in his role as guardian ad litem to K.F. and recommends settlement of this matter. Gus G. Tamborello further recommends and consents to the release all claims asserted in this lawsuit, or that may arise from the matters as alleged in this litigation as of the date of the entry of this Final Judgment.

The Court finds that the parties have entered into their respective settlement agreements freely, voluntarily, and in consultation with legal counsel. The Court further finds that these settlement agreements cumulatively resolve all claims against all parties in this matter.

Therefore, the Court, APPROVES, the settlement agreement reached by Plaintiffs and Defendant Pasadena Independent School District. The Court further, APPROVES, the settlement agreement reached by Plaintiffs and Defendants Shiloh Treatment Center, Inc. and Clay Hill.

It is further, ORDERED, that, as all claims against all parties have been resolved, and this matter is dismissed in its entirety, **with prejudice**.

It is further, ORDERED, that Defendant Pasadena Independent School District shall bear the costs associated with Gus G. Tamborello's service as guardian ad litem for Plaintiff K.F.

It is further, ORDERED, that, with regard to all other costs and expenses, each party shall bear its own costs and expenses, including attorney's fees and other fees or cost associated with the prosecution of the claims and defenses in this case.

This is a **FINAL JUDGMENT**. The Clerk shall issue execution upon request.

SIGNED this 13<sup>th</sup> day of June, 2013.

  
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JUDGE PRESIDING